



PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Thomas E. Mungavan et al. Confirmation Number 5809  
App. No.: 10/036,642  
Filed: December 31, 2001  
Title: DIGITAL DISTRIBUTION SYSTEM FOR DYNAMIC MEDIA  
Art Unit: 2153  
Examiner: A. Strange  
Docket No.: C27-002-01-US

Mail Stop AF  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA. 22313-1450

**DECLARATION UNDER 37 CFR §1.131**

I Thomas E. Mungavan do hereby declare the following:

1. I am a co-inventor named on the above-captioned patent application.
2. The invention disclosed and claimed in the subject patent application was conceived and constructively reduced to practice (see attached redacted Engagement Contract, identified as Exhibit A, and drawings, identified as Exhibits B, C, D, and E) before the January 21, 2000 filing date of U.S. Patent No. 6,741,980 and before the September 11, 2001 filing date of U.S. Patent Application No. US 2002/052885 A1 of Kenneth L. Levy et al., currently under Appeal.

**CERTIFICATE OF MAILING**

"Express Mail" Mailing Label No.: EV 623515218 US Date of Deposit: June 7, 2006

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR § 1.10 on the date indicated above and is addressed to: Mail Stop: AF, the Commissioner for Patents, P.O. Box 1450, Alexandria, VA. 22313-1450

James R. Hakomaki  
(Type or print name of person mailing paper or fee)

James R. Hakomaki  
(Signature of person mailing paper)

On or about February 7, 1999, I conceived of the above-captioned invention and attempted to partner with a potential funding source.

On or about October 1, 1999, I engaged the services of outside contractor to work out the details of the invention (see, Exhibit A, 2 pages).

On or about November 27, 1999, the key concatenation/compression invention, as conceived, was effectively reduced to practice.

On or about December 3-5, 1999, the key invention, as conceived, was documented in four diagrams (see Exhibits B, C, D, and E). Note that the drawing Exhibits B, C, D, and E disclose at least one representative independent claim of the subject patent application, and correspond to figures 2, 3, 4, and 7, respectively.

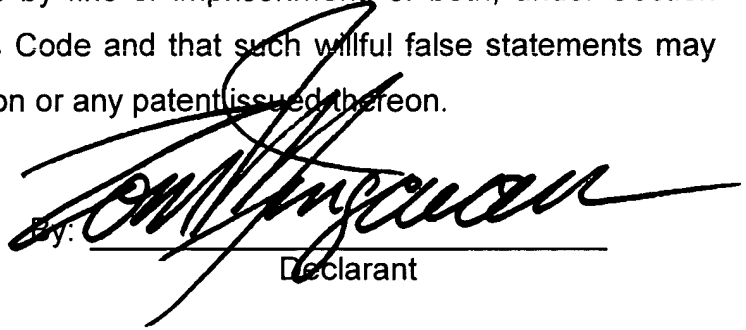
On or about January 24, 2000, the basic invention, as conceived, was effectively reduced to practice and demonstrated.

On or about Dec 26, 2000, the system was functioning and delivering subscriptions to customers.

Further development of the invention continued until December 31, 2001, at which point the above-captioned patent application was filed.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date June 7, 2006

By:   
Declarant

# EXHIBIT A

CHANGE  
MASTERS®

"LEADING CHANGE THROUGH EFFECTIVE COMMUNICATION"

## DISCLOSURE AND COOPERATION AGREEMENT

Name (herein referred to as You):

Doug F.

Address:

St. Paul, MN

Engagement Period

Engagement Start Date:

October 1, 1999

Engagement End Date:

September 30, 2000

This Disclosure and Cooperation Agreement (Agreement) documents the understanding that we have for discussions and disclosure of Confidential Information including (but not limited to): business systems, computer processes, trade secrets, potential patents, educational content, costing, pricing, customer information and other sensitive information. The Agreement pertains to all exchanges and conversations during the Engagement Period (beginning on the Engagement Start Date and ending on the Engagement End Date). This Agreement also documents our verbal contract and understanding of confidentiality agreed to prior to the signing of this Agreement.

You are interested in discussing certain topics with Change Masters® Incorporated and Significant Pursuit Institute, Inc. (herein referred to as CMI) and CMI is interested in the contribution of ideas, design and system development offered by You. It is mutually agreed that You and CMI consider this ongoing discussion and systems development to be of sufficient value to bind You and CMI to all obligations stated herein.

### A. CMI provides You with:

1. Disclosure of some Confidential Information; plans for business concepts that will utilize the Internet; digital content development; processes; and distribution systems for information.
2. Participation in the discussion and development of the new concepts and technology.
3. Permission to reference experience with CMI on your resume in a way that does not reveal Confidential Information learned as a part of execution of this Agreement.

### B. You agree to the following:

1. You will not divulge any CMI Confidential Information or information developed together during the Engagement Period to any person in general or specific terms. If You are charged with a violation of this Agreement, You agree not to assert as a breach of confidentiality a defense to the effect that such information had subsequently become part of the public domain, or that it could have been assembled into a meaningful configuration from random information available to the public.

CHANGEMASTERS, INCORPORATED

PURCHOTEN PLAZA SUITE 120, 5150 OLIVE PARKWAY, MINNETONKA, MN 55343

VOICE: 1-800-CHANGE-1 (1-800-242-6431) FAX: 1-888-FAX-8841 INTERNET WEBSITE: <http://www.change-masters.com>

Best Available Copy

2. For a period of two years after the Engagement End Date, You will not work for or provide services to any CMI competitor (any organization that could be in any way construed as a competitor to CMI) that could potentially result in divulging any CMI Confidential Information (including information developed together as a part of this Agreement during the Engagement Period) in general or specific terms. In the event of employment with a competitor at any time, You agree to not disclose any CMI Confidential Information.
3. All materials, programs, systems and designs created by You during the Engagement Period shall be the property of CMI. You agree to assign to CMI such evidence of ownership as may be necessary to perfect this property right in CMI and to obtain such copyright, patent or other protection as may be deemed necessary by CMI.

**C. General Provisions**

1. You acknowledge that the breach of any of the foregoing Agreements could result in substantial damages to CMI, which damages may not be measurable. You agree that any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Despite such arbitration obligation, CMI will, for the purpose of maintaining and preserving Confidential Information or the status quo, pending arbitration, be entitled to seek equitable relief including a temporary restraining order, temporary and/or permanent injunction to prohibit any breach which would violate such confidence or destroy the status quo.
2. CMI's rights and obligations under this Agreement will inure to the benefit and be binding upon CMI's successors and assignees.
3. In the event that any portion of this agreement is ruled invalid, all other provisions will continue to be in force including the protection of Confidential Information.
4. The Minnesota State law shall govern the construction of this Agreement.

You acknowledge that You have satisfied Yourself with respect to Your rights and obligations under this Agreement including legal counsel where You had questions about such rights and obligations. You agree to all of the terms specified.



You  
Doug F.

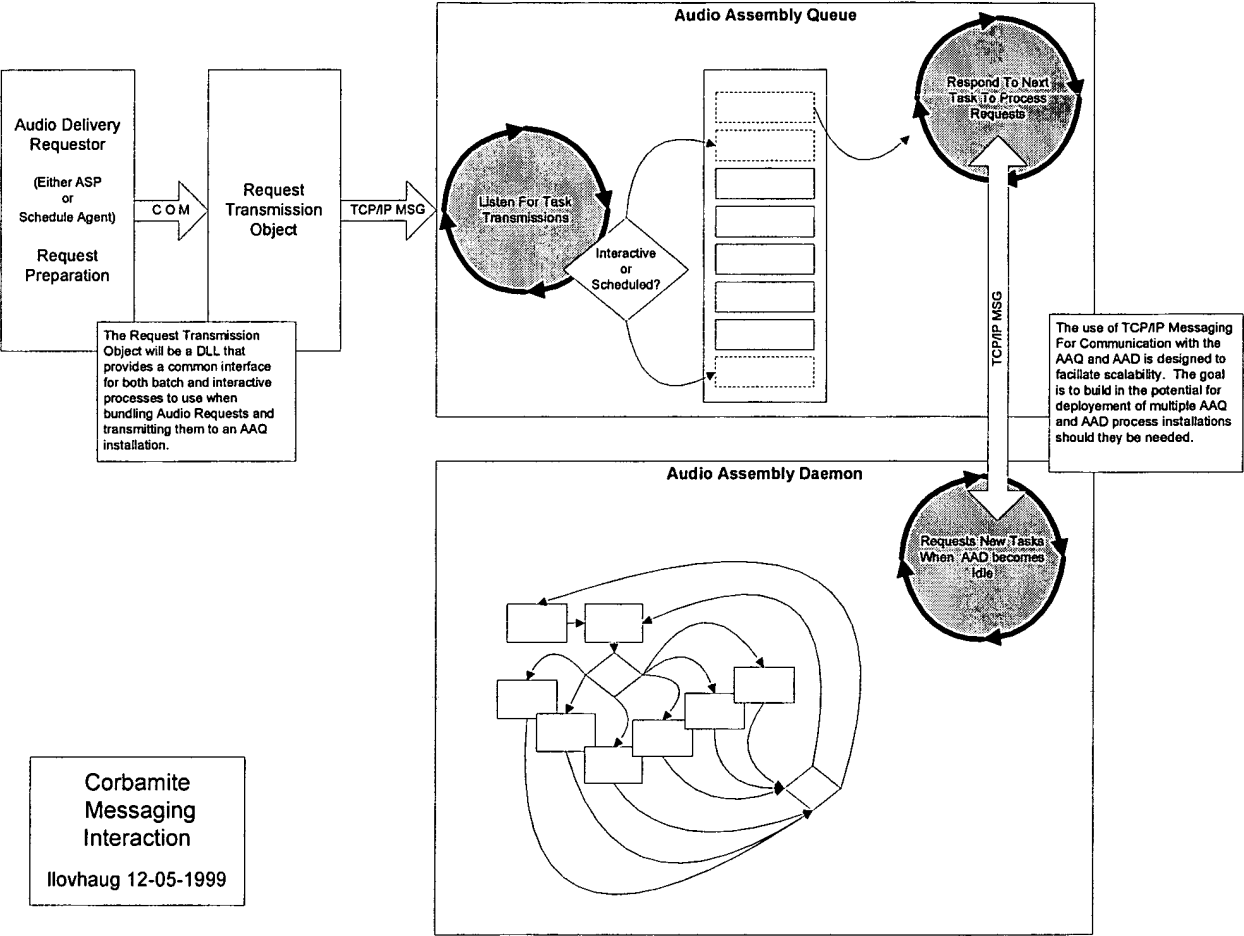
Date: DEC - 9 1999



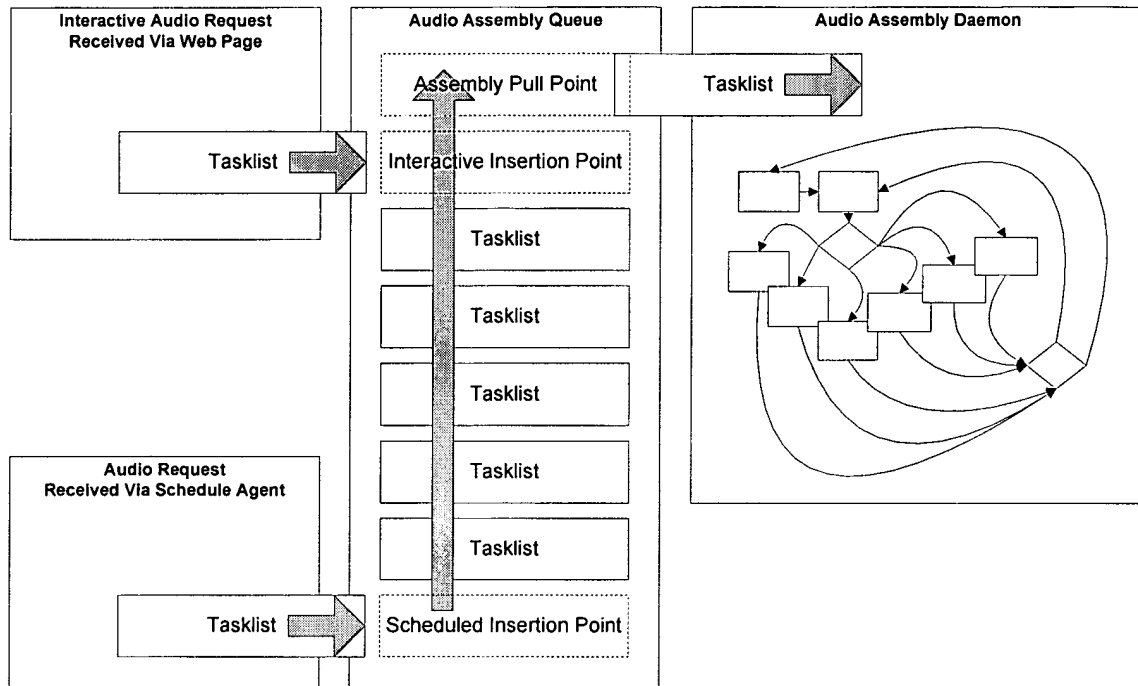
CMI  
By Thomas E. Mungavan, President

Date: DEC - 9 1999

# EXHIBIT B

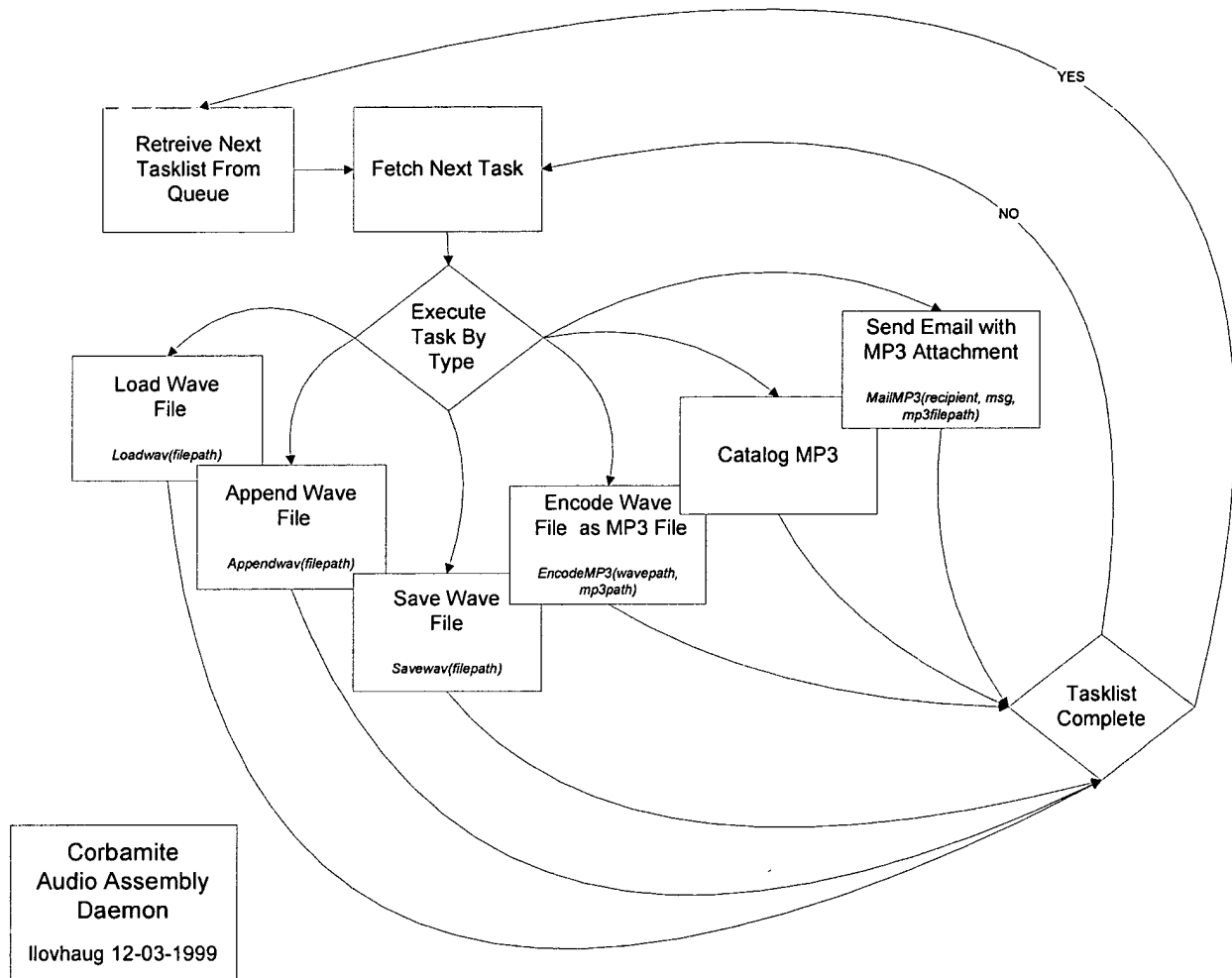


# EXHIBIT C



Corbomite  
Audio Assembly  
Queue Insertion  
Ilovhaug 12-05-1999

# EXHIBIT D





# EXHIBIT E

